

VICTORIA ESTATES DRI  
DEVELOPMENT AGREEMENT

This Agreement is entered into this **26<sup>th</sup> day of February, 2008**, by and between Benderson Development Company, LLC, a Florida limited liability company ("Developer") and Charlotte County, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, Developer is developing a project known as the Victoria Estates Development of Regional Impact ("Victoria Estates"); and

WHEREAS, Victoria Estates is located immediately proximate to Rampart Boulevard; and

WHEREAS, Victoria Estates has a frontage along Rampart Boulevard for approximately 5,378± feet; and

WHEREAS, on July 11, 1989, the Charlotte County Board of County Commissioners ("Board") approved and adopted Resolution 89-141, the Development Order for the Victoria Estates Development of Regional Impact ("Development Order"); and

WHEREAS, on June 21, 1994, the Board approved and adopted Resolution 94-111 thereby amending Resolution 89-141, extending the effective period of the Development Order, amending the Land Use and Phasing Schedule, and determining that such amendments did not constitute a substantial deviation; and

WHEREAS, Victoria Estates was originally approved for a maximum of 1,700 mobile homes, 250,000 square feet of commercial use, 120,000 square feet of office use, and a 18-hole golf course on separate parcels identified as Tracts "A" and "B;" and

WHEREAS, on December 17, 1996, the Board approved and adopted Ordinance 96-42 rezoning Tract "A" of Victoria Estates from Mobile Home Park to Planned Development thereby allowing a mixture of mobile homes and conventional homes; and

WHEREAS, on August 13, 2002, the Board approved and adopted Resolution 2002-109 amending the Development Order, extending the effective date of the Development Order to December 30, 2004, amending the Land Use and Phasing Schedule and finding that those changes did not constitute a substantial deviation; and

WHEREAS, on May 27, 2003, the Board approved and adopted Resolution 2003-083 amending the Development Order, as a condition for rezoning Tract "B" from Mobile Home Park to Planned Development, reducing 366 mobile homes to 205

conventional site-built residential units, relocating ingress and egress for Tract "B" and redistributing the recreational area within Tract "B"; and

WHEREAS, on November 23, 2004, the Board approved and adopted Resolution 2004-243 amending the Development Order, extending the effective period of the Development Order to May 31, 2007 and amending the land use and phasing schedule to approve 1,305 residential units, 250,000 square feet of commercial use, 120,000 square feet of office use and an 18-hole golf course; and

WHEREAS, on February 14, 2006, the Board approved and adopted Resolution 2006-025 amending the Development Order, deleting and replacing Map H "A-1," deleting and replacing Map H, "B-1-1," amending the Land Use and Phasing Schedule for Tracts "A" and "B" to approve 1,312 residential units, 250,000 square feet of commercial use, 120,000 square feet of office use and an 18-hole golf course, extending the Development Order to May 31, 2010; and

WHEREAS, on July 24, 2007, the Board approved and adopted Resolution 2007-105 authorizing the construction of Kings Gate Phase 7 and requiring, as a condition of approval, a finalized development agreement for improvements to Rampart Boulevard; and

WHEREAS, Developer has prepared a transportation impact analysis identifying the impacts of Victoria Estates on the surrounding transportation network; and

WHEREAS, Developer has calculated its proportionate share transportation impacts; and

WHEREAS, the County assesses a road impact fee at the time of building permit issuance in accordance with Section 3-3.5 of the Charlotte County Code of Ordinances; and

WHEREAS, the County, pursuant to Ordinance 2006-102 authorizes an owner or developer of land to enter into a Fair-Share Agreement for provision of fair-share costs required to provide transportation facilities that sustain the adopted Level of Service to serve a proposed development; and

WHEREAS, County and Developer desire to enter into an agreement setting forth the commitments by the Developer and the County to provide the necessary improvements which ensures concurrency on all significantly impacted regional roads and intersections as identified in the Development Order; and

WHEREAS, Charlotte County conducted two public hearings prior to entering into this Agreement in accordance with Florida Statutes Section 163.3225 (1); and

WHEREAS, all public hearings were properly noticed by publication in a newspaper of general circulation and readership in Charlotte County and by mailed notice to affected property owners in accordance with Florida Statutes Section 163.3225(2).

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, Covenants, undertakings, recitals and other matters contained herein, the parties hereby covenant and agree as follows:

**1. Land Subject to the Agreement.**

The land subject to this agreement is commonly known as the Victoria Estates Development of Regional Impact and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Victoria Estates property").

**2. Ownership**

Kingsgate Associates II, Ltd., a Florida limited partnership, WR-I Associates, Ltd., a Florida limited partnership, NB\85 Associates, a New York general partnership and Victoria Estates, Ltd., a Florida limited partnership are the owners of Victoria Estates (hereafter "Owners"). Developer is Owners' authorized agent. All references herein to "Developer" shall be understood to mean Benderson Development Company, LLC, its successors or assigns.

**3. Permitted Development Uses.**

- a) The Development Order for Victoria Estates, as amended, approves a total of 1,312 residential units, 250,000 square feet of commercial use, 120,000 square feet of office use and an 18-hole golf course.
- b) Exhibit 1 to the Development Order, Revised Map H "A-1" for Tract "A" (Kings Gate) depicts an access onto Kings Highway and an access onto Rampart Boulevard.
- d) Exhibit 2 to the Development Order, Revised Map H "B-1-1" for Tract "B" (Suncoast) depicts an access onto Suncoast Boulevard.

**4. Public Facilities.**

Victoria Estates will receive water and sanitary sewer service from Charlotte County Utilities. Fire control, rescue services, solid waste removal and disposal will be provided by Charlotte County or its assigns.

## **5. Reservation, Dedication or Conveyance of Land**

All proposed reservations, dedication, or conveyances of land within the project for traffic purposes are identified in this Agreement under Developer responsibilities.

## **6. County Development Permits**

The following is a list of the local development approvals that have been granted to date and those that may be required for the development of the land:

- (a) Victoria Estates Development Order, Resolution No. 89-114, as amended;
- (b) PD (Planned Development) Zoning District;
- (c) Conceptual PD plan approval;
- (d) Final Detail plan approval;
- (e) Site and development plan approval;
- (f) Construction plan approval;
- (g) Building permit approval;
- (h) Right-of-way permit approval
- (i) Bi-annual monitoring report

## **7. Consistency**

The County finds that the development plan for Victoria Estates, as depicted in Revised Map H "A-1" and Revised Map H "B-1-1" is consistent with the Charlotte County Comprehensive Plan and with the Charlotte County land development regulations.

## **8. Terms of the Agreement**

### **a. General**

- 1. The Developer's total proportionate share obligation for Tract "A" is \$1,100,000.00 (hereinafter "Proportionate Share"). The Proportionate Share is derived from Victoria Estates anticipated Tract "A" traffic impacts based on the development parameters set forth in the Development Order, as may be amended.
- i. The term "proportionate share" shall have the same meaning as in Rule 9J-2.045(1)(h), Florida Administrative Code except that construction cost shall not include the cost of sidewalks, bike lanes, utility relocation, improvement relocations on other private lands (e.g., mail boxes, driveways and trees), landscaping and other urban design elements.

ii. Developer is obligated to pay County road impact fees that offset the Proportionate Share specified herein at the time building permits are issued in accordance with Section 3-3.5 of the Charlotte County Code of Ordinances, as may be amended. To the extent that building permits are issued for uses as described in Revised Map H "A-1," the road impact fees shall serve as a credit toward the Proportionate Share for Victoria Estates Tract "A." County agrees that Developer's compliance with this Agreement shall fulfill its Proportionate Share obligation and fully mitigate the transportation impact of Victoria Estates Tract "A." Upon Developer's completion of its obligations under this Agreement, Developer shall be exempt from any transportation-related assessment or other mitigation for completion of Victoria Estates Tract "A."

b. Victoria Estates Frontage

1. The total frontage along Rampart Boulevard from the intersection of Rampart Boulevard and Kings Highway to the Kings Gate entry on Rampart Boulevard is approximately 2,800 feet.

c. Proportionate Share

Developer shall fulfill its Proportionate Share payment to the County in the following manner.

1. Developer will obtain proposals for services for the design of Rampart Blvd from Kings Highway to I - 75. Proposals will be based on a 120 foot wide four lane right-of-way (the "Road Improvements"). The Road Improvements shall include adequate turn lanes into the project entrance on Rampart Boulevard, appropriate four-lane to two-lane transitions within the Rampart Boulevard right-of-way and stormwater management areas. The design plans shall be consistent with County standards for a rural four-lane collector road and are subject to review and approval by the Charlotte County Public Works Division. The County will provide comments within 21 days of each submission. All Road Improvements design costs will be paid by Developer. Upon the completion of the preliminary design, a cost estimate will be developed. Based upon the results of the estimate the limits of improvements will be determined.
2. Developer shall commence a right-of-way study along Rampart Boulevard within 45 days of the approval of this Agreement. If said right-of-way study determines that a 120 foot wide four lane right-

of-way cannot be accommodated within the existing right-of-way, then County shall provide alternative design standards or shall authorize Developer to construct alternative traffic improvements that address operation deficiencies in the area of Victoria Estates. The final design of the Road Improvements shall commence within 30 days of acceptance of the right-of-way study by Charlotte County Public Works Division or a modification to the scope of work or revision of this Agreement, whichever is applicable ("Accepted Road Improvements"). Developer will prepare, submit and process all necessary permits for the Accepted Road Improvements. Developer will be identified as the applicant for all permits. All permit fees, application fees and other expenses will be paid for by Developer.

3. The cost to design, permit and construct the Accepted Road Improvements together with the cost of the right-of-way study detailed in paragraph 8.c.2 above shall not exceed the Proportionate Share.
4. Construction of the Accepted Road Improvements shall commence within 24 months of acceptance of the right-of-way study by Charlotte County Public Works Division, provided all right-of-way required for the Accepted Road Improvements has been acquired and provided that all permits have been issued by the appropriate federal, state and local agencies.
5. Developer shall utilize its best efforts to acquire from third parties all right-of-way necessary for the Accepted Road Improvements. Developer shall not be obligated to pay more than fair market value to acquire such right-of-way. Fair market value shall be as established by the average of two independent appraisals (one each from the County and the Developer). If the difference between the two independent appraisals is greater than ten percent (10%), then the two appraisers shall together select a third appraiser. The value of the right-of-way will then be based on fair market value as established by the average of the three independent appraisals. County shall cooperate and assist the Developer in the acquisition of the necessary right-of-way.
6. Developer will solicit proposals for the design of the Accepted Road Improvements from qualified engineers. Developer shall select the engineer for the Accepted Road Improvements, with the approval of the County Engineer.

7. Developer will prepare and administer the bid package for construction of the Accepted Road Improvements in coordination with the County Engineer. Developer will notify the County Engineer upon the selection of the qualified lowest contractor bid and provide copies of all bids.
  8. Conceptual plans for the Accepted Road Improvements are subject to review and approval by the Board. Subsequent design plans (30%, 60% and 90% complete) are subject to review and approval by the County Engineer. County will provide comments within 21 days of each plan submission.
  9. Developer will coordinate with County on inspections throughout construction. No inspection fees shall be paid by Developer to County.
- d. Community Development District
1. At the sole discretion of Developer, Developer's obligations under this agreement may be undertaken by a Community Development District approved for all or part of Victoria Estates.
- e. County Obligations
1. County shall permit Developer to use such County property as is necessary to design, permit, install, construct and complete the Accepted Road Improvements.
  2. County, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by County of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by County to be sued by third parties in any matter arising out of this or any other agreement.
  3. County shall cooperate, to the extent reasonable and practicable, in Developer's permitting requests with local, regional, state and federal agencies for the Accepted Road Improvements, including the required Notice of Proposed Change ("NOPC") for reference or incorporation of this Agreement into the Development Order.

4. In addition to the Accepted Road Improvements, County may require the inclusion of sidewalks, bike lanes, utility relocation, improvement relocations on other private lands (e.g., mail boxes, driveways and trees), landscaping and/or other urban design elements (hereafter cumulatively "Urban Design Elements"). County shall provide impact fee credits to Developer for the cost of designing, permitting and constructing any Urban Design Elements.

f. **Impact Fees**

1. Developer shall receive road impact fee credits equal to the total cost of the right-of-way study and the design, permitting and construction of the Accepted Road Improvements, less the costs associated with the design, permitting and construction of improvements to the site access. Developer shall additionally receive road impact fee credits equal to the amount paid to acquire any necessary right-of-way and for the total value of the design, permitting and construction of other road and intersection improvements as authorized or required by County. Developer shall provide County with an estimate of costs concurrent with its notification to County of the qualified lowest contractor bid.
2. Staff and Developer will mutually agree on the cost of the right-of-way study. Beginning at the commencement of the right-of-way study, Developer shall submit monthly invoices to County. The invoices shall be subject to review and verification by the County Engineer. Impact fee credits shall be issued by County within thirty (30) days of submission of each monthly invoice. Any amounts that remain uncredited following said 30 day period shall bear interest at the prime rate published from time to time by Wells Fargo Bank.
3. Impact fee credits shall be applied to offset the impact fees due for Victoria Estates Tract "A" and shall not expire.
4. All impact fees for Tract "A" of the Victoria Estates DRI shall be not more than the fees in place as of June 1, 2007 for the length of this agreement.

9. **Concurrency**

If the transportation mitigation is provided in accordance with Paragraph 8.c. of this Agreement, Victoria Estates will be deemed concurrent as to transportation through the buildout of Tract "A" consistent with the approved Development Order. Concurrency for the buildout of Tract "A" of Victoria Estates will be made available immediately upon the execution by all parties of this Agreement and will

remain in effect provided there is continuing compliance with the terms of this Agreement by the Developer and the County. Any change in the approved Development Order that results in a change in the development mix for Tract "A" shall be subject to a concurrency review; Developer may be subject to additional transportation mitigation if such review identifies a proportionate share for impacts that is greater than the proportionate share set forth in Paragraph 8.a.1., herein.

**10. Failure to Comply with the Requirements**

- a. If the Developer fails to comply with the terms of this agreement, then County may withhold building permits for the units or square footage for which no mitigation has been provided.
- b. The parties shall have all rights available by law to enforce this Agreement.

**11. Other Provisions**

- a. The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions.
- b. The terms of this Agreement may not supersede the procedural requirements of Florida law under Chapter 380.06 and 163.3220 *et seq.*, Florida Statutes.
- c. County, Developer or their successors or assigns may file an action for injunctive relief in the Circuit Court of Charlotte County to enforce the terms of this Agreement.
- d. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior written or oral representations or agreements.
- e. If any provisions of this Agreement are contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary,

prohibited or invalid. The remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect.

- f. The parties agree that suits or actions at law arising from the provisions, performance, or breach of this Agreement shall initially be brought in Charlotte County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.
- g. This Agreement shall not be construed more strictly against any party.

## **12. Duration of Agreement**

- a. This Agreement shall be effective upon execution of all parties and shall continue in force for ten (10) years thereafter.
- b. This Agreement is executed in order to satisfy the concurrency requirements of Victoria Estates Tract "A" through its buildout. Section 163.3229, Florida Statutes currently limits a development agreement to a maximum term of ten (10) years. However, provided that there are no prior acts of default or termination, the parties contemplate that this Agreement will be renewed at regular intervals until the Project is built out. This Agreement may be extended by mutual consent of the County and Developer, subject to a public hearing in accordance with Section 163.3225, Florida Statutes.
- c. If Developer has fully complied with the terms of this Agreement upon the termination date, and County has not yet performed its obligations on the termination date, County is obligated to perform in accordance with the terms of this Agreement as though it had not expired.

## **13. Amendment of Agreement**

This Agreement may only be amended in writing by mutual consent of the parties or their successors in interest.

## **14. Successors and Assigns**

This agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

## **15. Counterparts**

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, County and Developer have executed this Agreement on the date first above written.

Benderson Development Company, LLC

By: DAVID H. BALDAUF  
DAVID H. BALDAUF, MANAGER

1<sup>st</sup> Witness

Print Name: ALICIA H. GAYTON

2<sup>nd</sup> Witness

Print Name: MARY BETH McLAUGHLIN

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2008 by DAVID H. BALDAUF, as MANAGER of Benderson Development Company, LLC on behalf of the limited liability company. The above named person is personally known to me or has produced \_\_\_\_\_ as identification.

Signature of Notary Public



ALICIA H. GAYTON  
MY COMMISSION #DD645455  
EXPIRES: MAR 31, 2011  
Bonded through 1st State Insurance

(Notary Seal)

Printed Name of Notary Public

My commission expires on \_\_\_\_\_

This Agreement is passed and duly adopted this 26<sup>th</sup> day of February, 2008.

BOARD OF COUNTY COMMISSIONERS OF  
CHARLOTTE COUNTY, FLORIDA

By: Thomas C. D'Aprile  
Thomas C. D'Aprile, Chairman

ATTEST:

Barbara T. Scott, Clerk of  
Circuit Court and Ex-Officio  
Clerk to the Board of County  
Commissioners

By: Barbara T. Scott

Deputy Clerk

Apr 2008-010

Approved as to form:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney

RB

EXHIBIT 'A'

LEGAL DESCRIPTION

Tract A

Being a part of land Sections 7 and 8, Township 40 South, Range 23 East, Charlotte County, Florida, more particularly described as follows:

COMMENCE at a pipe filled with concrete found at the Southwest corner of the Southwest quarter of said Section 7; thence South  $89^{\circ}35'48''$  East, along the Southerly line of said Section 7, a distance of 765.21 feet to the Easterly right-of-way line of Kings Highway as described within Official Records Book (ORB) 1042 on Page 1990 of the Public Records of Charlotte County, Florida; thence North  $17^{\circ}56'42''$  East, along said Easterly right-of-way line, a distance of 83.90 feet to the intersection thereof with a line which is 80 feet Northerly of and parallel with the South line of said Section 7 (the new Northerly Right of Way Line of Rampart Boulevard as described within said ORB 1042, Page 1990) and the POINT OF BEGINNING:

thence South  $89^{\circ}35'48''$  East, along said parallel line a distance of 4538.59 feet to the intersection thereof with the East Line of said Section 7; thence  $S.00^{\circ}04'50''E.$  along the East Line of said Section 7 and the said Right of Way of Rampart Boulevard, a distance of 30.00 feet to the intersection thereof with the Westerly line of the lands described as Parcel 125 by Order of Taking dated July 21, 1976 recorded in Official Records Book 536 on Pages 185 and 186 of the Public Records of said county (the following 6 calls are along the lines of said lands described as Parcel 125); thence North  $84^{\circ}02'15''$  East a distance of 437.05 feet to the limits of the Limited Access Right of Way per said ORB 0536 on Page 0185; thence North  $84^{\circ}02'27''$  East along said Limited Access Right of Way, a distance of 50.28 feet; thence North  $89^{\circ}55'37''$  East, along said Limited Access Right of Way, a distance of 403.85 feet; thence North  $25^{\circ}41'58''$  West, along said Limited Access Right of Way, a distance of 218.25 feet to the Point of Curvature (PC) of a curve to the left having a central angle of  $03^{\circ}14'55''$  and a radius of 22,800.99 feet; thence Northwesterly along the said Limited Access Right of Way and the last said curve's arc, a distance of 1,292.75 feet to the Point of Tangency (PT); thence North  $28^{\circ}56'52''$  West along said Limited Access Right of Way, a distance of 1,691.13 feet; thence, leaving said Limited Access Right of Way, bear South  $62^{\circ}05'14''$  West a distance of 196.03 feet; thence North  $28^{\circ}56'52''$  West a distance of 206.51 feet; thence South  $67^{\circ}07'58''$  West a distance of 501.16 feet; thence North  $58^{\circ}36'15''$  West a distance of 468.58 feet; thence South  $78^{\circ}30'10''$  West a distance of 211.31 feet; thence North  $42^{\circ}40'19''$  West a

distance of 285.03 feet; thence South  $17^{\circ}51'01''$  West a distance of 77.69 feet; thence North  $81^{\circ}37'21''$  West a distance of 381.54 feet; thence South  $08^{\circ}21'45''$  West a distance of 214.95 feet; thence North  $75^{\circ}54'43''$  West a distance of 502.48 feet; thence North  $08^{\circ}21'58''$  East a distance of 82.84 feet; thence North  $81^{\circ}37'22''$  West a distance of 819.98 feet to the aforementioned Easterly Right-of-Way line of Kings Highway (the following 6 calls are along said Easterly right-of-way line); thence  $S.04^{\circ}05'13''W$ , a distance of 0.18 feet; thence South  $08^{\circ}22'34''$  West a distance of 400.00 feet; thence  $S.02^{\circ}39'56''W$ , a distance of 100.50 feet; thence  $S.08^{\circ}22'34''W$ , a distance of 1330.87 feet to the PC of a curve to the right having a central angle of  $09^{\circ}34'08''$  and a radius of 2974.79 feet; thence Southwesterly along the arc a distance of 496.82 feet to the PT; thence South  $17^{\circ}56'42''$  West a distance of 963.16 feet to the POINT OF BEGINNING.

Containing 293.26 acres more or less.

#### Tract B

A parcel of land lying in Section 18, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 18, run North  $00^{\circ}11'38''$  East along the West line of said Section 18 a distance of 1,037.60 feet; thence South  $89^{\circ}04'36''$  East, a distance of 410.47 feet to the Point of Beginning. Thence continue South  $89^{\circ}04'36''$  East, a distance of 908.67 feet; thence North  $74^{\circ}06'33''$  East a distance of 254.18 feet; thence North  $89^{\circ}59'41''$  East, a distance of 126.23 feet; thence South  $14^{\circ}11'27''$  West, a distance of 118.74 feet; thence South  $89^{\circ}04'36''$  East a distance of 997.93 feet to the East line of the Southwest quarter of said Section 18; thence North  $00^{\circ}09'07''$  East along said East line a distance of 1,000.11 feet to the North line of the South half of the North half of the Southwest quarter of said Section 18; thence North  $89^{\circ}07'31''$  West along said North line a distance of 2,247.61 feet; thence South  $00^{\circ}11'38''$  West parallel with the West line of said Section 18 a distance of 958.19 feet to the Point of Beginning, less road right-of-way.

#### Tract C

The South half of the North half of the South half and the South half of the South half, all in the Southwest quarter of Section 18, Township 40 South, Range 23 East, Charlotte County, Florida, containing sixty (60) acres more or less,

AND

A parcel of land in the North half of the North half of the South half of the Southwest quarter of Section 18, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the North half of the North half of the South half of the Southwest quarter of said Section 18; thence North  $0^{\circ}09'35''$  East, along the West line of the Southwest quarter of said Section 18, a distance of 40.0 feet; thence South  $89^{\circ}06'39''$  East, along a line parallel with and 40 feet North of, as measured at right angles to, the South line of the North half of the North half of the South half of the Southwest quarter of said Section 18, a distance of 1319.14 feet; thence North  $74^{\circ}04'30''$  East, a distance of 254.18 feet; thence North  $89^{\circ}57'38''$  East, a distance of 126.23 feet; thence South  $14^{\circ}09'24''$  West, a distance of 118.74 feet, to the South line of the North half of the North half of the South half of the Southwest quarter of said Section 18; thence North  $89^{\circ}06'39''$  West, along said South line, a distance of 1660.91 feet to the Point of Beginning.

Tract D

Lots 1, 2, 3, and 4 and that part of Lot 8, being more particularly described as follows:

Take as a Point of Beginning the Southwest corner of Lot 8; thence North to the Southwest corner of Lot 1; thence East along the South lot line of Lots 1 and 2 to the Southeast corner of Lot 2; thence South  $0^{\circ}09'07''$  West, 70 feet to the South lot line of Lot 8; thence West along the South lot line of Lot 8 to the Point of Beginning;

all in COUNTRY CHARM ESTATES, a Subdivision, according to the Plat thereof as recorded in Plat Book 16, Page 24, of the Public Records of Charlotte County, Florida.

RECORDED IN LEGAL  
BOOK 15